nopoly, since the company was a public service corporation and therefore could not arbitrarily regulate the production or the price of its product. The decision involves a comparatively new and important limitation on the force of anti-trust legislation. In the interpretation of the Sherman Act the courts have strictly forbidden the substitution of monopoly for competition whether by public service or by private corporations, and regardless of the effect of the monopoly upon prices or rates. *United States* v. *Freight Ass'n*, 166 U. S. 290; see *United States* v. *Swift & Co.*, 122 Fed. 529. State legislation has been similarly construed, and a consolidation of gas companies has been declared illegal. *People* v. *Chicago Gas Trust Co.*, 130 Ill. 268. And it was recently decided that the New York law precluded the consolidation of the street railways of the city of New York. *Burrows* v. *Interborough, etc., Co.*, 156 Fed. 389. The result of the present decision, however, is reached by a few courts which construe similar legislation as applicable only to combinations inimical to public welfare. *Yazoo, etc., Ry. Co.* v. *Searles*, 85 Miss. 520; see *State* v. *Central, etc., Ry. Co.*, 109 Ga. 716. But the case would seem to involve a questionable interpretation of legislation which specifies no exceptions to its clear mandate against monopoly.

SALVAGE — SERVICES RENDERED TO SHIP IN DRY DOCK. — The libellants rendered services to a vessel in dry dock by extinguishing a fire communicated to it from buildings on the land. *Held*, that they are not entitled to salvage. *The Jefferson*, 158 Fed 358 (Dist. Ct., Va.).

The court maintained that fire from the land is not such a danger as to bring the libellants' services under the head of salvage, and that a ship in dry dock is not within the admiralty jurisdiction. In order to entitle rescuers to salvage the danger need not be a peril of the sea. It is well settled that if a ship tied to a wharf is in danger from fire on land, its rescue makes it liable for salvage. *The Kaiser Wilhelm der Grosse*, 106 Fed. 963. On the second point, however, the present case is one of novel impression. An ordinary dry dock is probably not the subject of admiralty jurisdiction, because not capable of navigation. *Cope* v. *Vallette Dry Dock Co.*, 119 U. S. 625. And it has been held that a ship in dry dock is not subject to a maritime lien for a tort. *The Warfield*, 120 Fed. 847. But the Supreme Court has decided, in an opinion broad enough to cover all maritime claims, that repairs furnished such a vessel are recoverable in admiralty. *Perry* v. *Haines*, 191 U. S. 17; see 17 HARV. L. REV. 186. This seems the better view, as the ship itself, though temporarily not in process of navigation, may readily be navigated.

TAXATION — EXEMPTIONS — TAXATION OF LESSEE OF COLLEGE PROPERTY. — By the provisions of the charter of a university, certain lands were to be exempt from taxation "as long as said lands belong to said university." The university granted portions of these lands to lessees, whose interests were taxed under a subsequent statute. *Held*, that such taxation is not a violation of the exemption granted by the original charter. *Jetton* v. *University of the South*, 208 U. S. 489. See NOTES, p. 617.

TAXATION — GENERAL LIMITATIONS ON THE TAXING POWER — STATE TAXATION ON INTERSTATE COMMERCE. — The plaintiff, a New York company, delivered goods in a New Jersey town in its own wagons. An ordinance required a license fee for all vehicles engaged in the transportation of merchandise. *Held*, that the plaintiff's wagons are engaged in interstate commerce and the ordinance is inapplicable. *Simpson-Crawford Co.* v. *Borough of Atlantic Highlands*, 158 Fed. 372 (Circ. Ct., D. N. J.). See NOTES, p. 618.

TITLE, OWNERSHIP, AND POSSESSION — ARTICLES SUBJECT TO OWNERSHIP — RIGHT TO ARTISTIC CREATIONS. — The plaintiff had several pictorial designs which he intended to copyright and sell for use in advertising. R secretly copied the designs and sold the copies to the defendant, who used them in ignorance of the plaintiff's claims. *Held*, that the defendant is liable in damages as well as subject to injunction. *Mansell* v. *Valley Printing Co.*, [1908] 1 Ch. 567.

The nature of an inventor's right in his abstract scientific or artistic conception has been the subject of much dispute, but the accepted view is that even before it has been made public in concrete form, he has no absolute property in it. See 20 HARV. L. REV. 143; *Bristol* v. *Equitable Society*, 52 Hun (N. Y.) 161. A copyright or patent is required to give the originator a legally enforceable right. The communication of the mere idea or design to another deprives the discoverer of nothing which the law can return to him; hence he must enforce his claims in equity. See 17 HARV. L. REV. 206. The protection available in equity is to restrain the disclosure of his secret, or its use, if already disclosed. Use in breach of faith is properly enjoined. *Morison* v. *Moat*, 9 Hare 241. But when the defendant acquires the knowledge honestly and for value, his conscience cannot be charged, and he should be allowed to enjoy what he has obtained. *Chadwick* v. *Covell*, 151 Mass. 190. There seems, therefore, no legal or equitable principle upon which to support the present decision. See *Watkins* v. *Landon*, 52 Minn. 389.

TRADE UNIONS — STRIKES — COMPELLING ACQUIESCENCE TO A UNION BY-LAW. — Six unions of workmen in branches of building trades, affiliated with a central union, ordered out their members on strike because their employers announced an intention to run open shops. There was a by-law of the central union by which grievances of a member of a local union against his employer were to be investigated by the central union, and if the employer did not comply with its decision, his union workmen were not to be allowed to continue at work with him, until he agreed to its demand. The employers of the striking workmen sought to enjoin all the unions from interfering with their business. *Held*, that they are entitled to an injunction. *Reynolds* v. *Davis*, 84 N. E. 457 (Mass.).

In this case there were probably threats of temporal disadvantage by each union forcing its members to strike. Such action requires a justification. 20 HARV. L. REV. 253, 345, 429. The purpose of this strike was to establish the strength of the central union. If that union aimed simply to advance the ordinary principles of unionism, the strike by a single union should be justified. *Ibid.* 434. That this union aimed also to maintain a by-law for the arbitration of disputes by the central union should not destroy the justification if this by-law merely declares the formalities to be gone through before a strike is ordered. The justification fails, however, if damage is intended to be done each employer, not only by the defection of his own employees, but also through his relations with other employers in allied trades. *Pickett* v. *Walsh*, 192 Mass. 572. While probably this was the situation in the principal case, it is not quite clear that there was more than a merely concurrent attempt by various unions each to advance its own individual interest. Previous Massachusetts cases, however, have not held strikes merely to strengthen the ordinary principles of unionism justified. *Berry* v. *Donovan*, 188 Mass. 353.

VESTED, CONTINGENT, AND FUTURE INTERESTS — FUTURE INTERESTS IN PERSONALTY — MACHINERY AS A CONSUMABLE CHATTEL. — A general bequest to A for life and at A's death to B absolutely, included presses, type, and an engine, used in a printing establishment. *Held*, that A owns the machinery absolutely, since it is perishable. *Seabrook* v. *Grimes*, 68 Atl. 883 (Md.).

That a specific bequest of consumable chattels — household provisions, growing and severed crops — for life gives the life tenant the absolute ownership is an established restriction on the creation of future limitations in personalty. *Ackerman* v. *Vreeland*, 14 N. J. Eq. 23. But when they are included in a general or residuary bequest, the testator's intention that the life tenant shall enjoy the specific consumable chattels is not expressed. Consequently the interest of the remainderman controls; the consumable chattels must be converted and the proceeds invested in permanent securities for the remainderman, leaving to the life tenant only the income. This distinction between a specific and a general or residuary bequest, first drawn by the English courts of chancery, is generally accepted in this country. *Healey* v. *Toppan*, 45 N. H. 243; *Burnett* v. *Lester*, 53 Ill. 325. The courts of Maryland, however, consistently refuse to